

Irlbacher Blickpunkt Glas GmbH, Josef-Irlbacher-Straße 1, D-92539 Schönsee

General Terms and Conditions of Purchase

of

Irlbacher Blickpunkt Glas GmbH, Josef-Irlbacher-Str. 1, 92539 Schönsee, GERMANY

1. General provisions – scope

- 1.1 Our Terms and Conditions of Purchase shall apply exclusively; we do not acknowledge terms and conditions of the Seller which conflict with or deviate from our Terms and Conditions of Purchase, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall apply even when we unreservedly accept the delivery by the Seller in the knowledge of terms and conditions of the Seller which conflict with or deviate from our Terms and Conditions of Purchase.
- 1.2 Our Terms and Conditions of Purchase shall only apply vis-à-vis entrepreneurs in accordance with Section 310 (1) of the German Civil Code.
- 1.3 Our Terms and Conditions of Purchase shall also apply to all future business with the Seller.

2. Delivery

- 2.1 The delivery contract (purchase order and acceptance) shall be concluded by means of a purchase order and confirmation of acceptance on the part of the Supplier, each in text form. The same shall apply to amendments or additions to orders.
- 2.2 If the Supplier accepts changes in the products to be delivered in comparison with the time of the conclusion of the contract or in comparison with previous deliveries from the same purchase order, it must inform the Buyer of these changes before the delivery and shall wait for the approval of the changes by the Buyer. The Buyer shall be entitled to reject deliveries that contain goods that have been changed in comparison with the original purchase order without these changes having been approved in advance.
- 2.3 Delivery call-offs must also take place in text form.
- 2.4 If the Supplier does not accept the purchase order within 8 days of its receipt, the Buyer shall, for its part, be entitled to revoke it. The Supplier may not assert any claims for compensation on account of such a revocation.
- 2.5 The delivery period specified in the purchase order shall be binding. The receipt of the goods by the Buyer shall determine the punctuality of the delivery. A grace period set in the event of a delivery delay shall also be binding. The Seller is obliged to inform the Buyer immediately, in text form, if circumstances arise or become apparent which might lead to an inability to comply with the agreed delivery period.
- 2.6 In the event of the delivery period being exceeded, the Buyer shall be entitled, after a grace period of eight days has been set, to withdraw from the contract or, in the case of default, to demand compensation on account of non-performance in lieu of performance. The Buyer shall be entitled to

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charge the supplier for the additional costs for any covering purchases. If the Buyer does not withdraw from the contract, it may demand a contractual penalty of 0.5 % of the purchase price, maximum 5 % of the purchase price for every week of the delivery delay. In other respects, the Buyer shall be entitled to the statutory claims, in particular further compensation for the damages resulting from the default.

- 2.7 The Supplier may only award subcontracts with the prior consent of the Buyer in text form. In the event of an approved subcontract, the Supplier shall be liable for the quality of the delivery item.
- 2.8 If the Supplier ceases its payments to third parties or if an application is made for insolvency proceedings against its assets, the Buyer may withdraw from the contract for the part that has not yet been fulfilled, without prejudice to other rights.
- 2.9 The delivery must take place DAP Schönsee, unless otherwise agreed in text form.

3. Prices – terms of payment

- 3.1 The price shown in the purchase order shall be binding. In the absence of an agreement to the contrary in text form, the price shall include delivery “DAP Schönsee”, including all incidental costs such as taxes, customs duties, transport and packaging. The return of the packaging requires a special agreement.
- 3.2 Payment shall take place, in this respect, unless otherwise agreed in text form, within 14 days, calculated from the delivery, acceptance and receipt of the invoice, with a 2 % early payment discount or within 30 days of the receipt of the invoice net.
- 3.3 Offsetting rights and rights of retention shall be based on the statutory provisions.
- 3.4 Payments of the Buyer must not be regarded as an acceptance of the delivery.
- 3.5 The Supplier shall only be entitled to assign its claims to third parties with the written consent of the Buyer.

4. Packaging / Dispatch / Return

- 4.1 Unless otherwise agreed, the goods to be delivered must be packaged properly in the manner which is customary in the trade. On the request of the Buyer, they must be packaged according to special instructions. The Supplier shall be liable for damages as a consequence of faulty packaging.
- 4.2 The Supplier is obliged to submit all the necessary declarations and evidence and to provide information that is necessary for a proper customs treatment and further processing or a resale of the delivery item.
- 4.3 The costs of the return of goods in the event of complaints shall be borne by the Supplier. The Buyer shall be entitled to return the goods on freight collect basis at any time in the event of defective goods.

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5. Recall

- 5.1 In the event of a recall of the purchased goods, the Buyer shall be entitled to full reimbursement of its financial additional expenses and its lost profit. Further statutory claims of the Buyer shall remain unaffected.
- 5.2 The Supplier is obliged to inform the Buyer immediately of the content and extent of the product recall. The Buyer, for its part, is not obliged to inform its contractual partner of the recall in the event of a resale of the goods.
- 5.3 The Supplier is obliged to take out and maintain a product liability insurance policy with an appropriate level of cover for the goods, at least € 3,000,000.00 unless the Parties have agreed otherwise in text form. Upon request, the Supplier must provide evidence of the existence of the insurance policy upon conclusion of the contract and during the ongoing contractual relationship.
- 5.4 If a claim for compensation is made against the Buyer by third parties on the basis of a product defect for which the Supplier is responsible, the Supplier must indemnify the Buyer, at its first request, from all claims of third parties, including the costs necessary for defence against these claims if the cause is within the Supplier's control and organisation.

6. Liability for defects

- 6.1 Unless otherwise agreed, the warranty shall be based on the statutory provisions. The Buyer shall be entitled to start by demanding a supplementary performance at its discretion – removal of the defect or the delivery of a defect-free item – free of charge. If the Supplier defaults in the supplementary performance or if the supplementary performance admits of no delay, the Buyer may perform the repairs itself or have them done by third parties at the expense of the Supplier. Existing claims for compensation shall remain unaffected by this.
- 6.2 The statute of limitations for claims for defects shall amount to 24 months, calculated from the transfer of risk, unless the law provides for deviating limitation periods.
- 6.3 If the Buyer resells the goods and its customer asserts claims based on product liability against it, the Supplier must release the Buyer from this liability.

7. Liability for damages, guarantee and assurance

- 7.1 Claims for compensation on the part of the Seller against the Buyer, its legal representatives or vicarious agents, irrespective of their legal basis, in particular on account of the infringement of obligations arising from the contractual relationship and from liability in tort, shall be excluded.
- 7.2 This shall not apply in cases of legally mandatory liability, in particular
 - in cases of wilful intent and gross negligence
 - in the event of the loss of life, physical injury or damage to health
 - on account of the assumption of a guarantee for the presence of a characteristic
 - in the event of the infringement of essential contractual obligations or
 - in accordance with the German Product Liability ActNo change in the burden of proof to the disadvantage of the Seller is associated with this.

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7.3 The remaining liability for compensation shall be limited to the foreseeable, typically occurring damage in cases of gross negligence and the infringement of essential contractual obligations.

8. Property rights, labelling

8.1 The Seller guarantees that no rights of third parties shall be infringed in connection with and as a result of the delivery.

8.2 The Supplier shall, at the request of the Buyer, state all the property rights which it is or becomes aware of and which it uses in connection with the items that are to be or have been delivered.

8.3 If a claim is made against the Buyer on these grounds by a third party, the Seller is obliged to indemnify the latter from these claims upon the first written request.

8.4 The Seller's indemnity obligation shall relate to all expenses which necessarily arise for the Buyer as a result of or in connection with claims asserted by a third party, unless the Seller provides evidence that it is not responsible for the breach of duty which underlies the infringement of the property rights.

8.5 The limitation period for these claims shall be 3 years, starting from the transfer of risk.

8.6 The Supplier shall label and package delivery items in the manner prescribed by the Buyer. Delivery items which bear a trademark protected for the Buyer or are equipped accordingly or are packaged in original packaging of the Buyer may exclusively be delivered to the Buyer or a third party specified by it by the Supplier. If correspondingly labelled goods are rejected as defective, the Supplier must destroy these at its own expense and provide evidence of this to the Supplier on request. In the event of the infringement of one of the aforementioned obligations, the Buyer shall be entitled to withdraw from the contract and demand the surrender of what has been attained as a result of the infringement and compensation for the damages incurred by the Buyer.

8.7 The Buyer shall retain property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without the express written consent of the Buyer. They must be used exclusively for production on the basis of the purchase order; after the processing of the purchase order, they must be returned to the Buyer unsolicited. They must be kept secret from third parties.

9. Retention of title – provision – tools – confidentiality – notification obligations

9.1 Insofar as the Buyer makes parts available to the Supplier, it shall retain its title to these. The processing or transformation of the item by the Seller shall be performed for the Buyer. If the reserved goods are processed with other items which do not belong to the Buyer, the latter shall acquire co-ownership of the new item in proportion to the value of its item (purchase price plus VAT) compared with the other processed items at the time of processing.

9.2 If the item provided by the Buyer is inseparably mixed with other items which do not belong to it, the Buyer shall acquire co-ownership of the new item in proportion to the value of the reserved item (purchase price plus VAT) compared with the other mixed items at the time of mixing. If the mixing

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takes place such that the Seller's item can be regarded as the primary item, it shall be deemed to be agreed that the Seller shall transfer co-ownership to the Buyer proportionately; the Seller shall preserve sole ownership or co-ownership for the Buyer.

- 9.3 The Buyer shall retain title to tools; the Seller is obliged to use the tools exclusively for the production of the goods ordered by the Buyer. The Seller is also obliged to insure the tools belonging to the Buyer (at replacement value) against fire, water and theft at its own expense. At the same time, the Seller shall assign all claims for compensation arising from this insurance policy to the Buyer; the latter hereby accepts the assignment. The Seller is obliged to perform any necessary servicing and inspection work, as well as all maintenance and repairs on tools of the Buyer in good time and at its own expense. It must report any incidents immediately; if it culpably fails to do this, claims for compensation shall remain unaffected.
- 9.4 If the security interests in accordance with (1) and/or (2) exceed the purchase price for all the reserved goods for which no payment has yet been made by more than 10 %, the Buyer is obliged to release the security interests at the discretion of the Buyer, at the request of the Seller.
- 9.5 The Seller is obliged to keep all illustrations, drawings, calculations, models, templates, samples and other documents and information that it has received strictly confidential. They may only be disclosed to third parties with express consent. Reproduction shall only be permissible within the framework of the operational requirements and copyright provisions. Subsuppliers must only be commissioned with the consent of the Buyer and must be subjected to a corresponding obligation. The confidentiality obligation shall apply even after the execution of this contract; it shall expire if and insofar as the manufacturing knowledge contained in the illustrations, calculations and other documents provided has become public knowledge. The Supplier may only advertise its business relationship with the Buyer with the prior written consent of the Buyer.
- 9.6 In the event of infringements of the confidentiality obligation, the Supplier shall owe a contractual penalty that is reasonable for the individual case, the amount of which shall be set by the Buyer at its reasonable discretion and must be reviewed by the competent court in the event of a dispute.
- 9.7 If the goods delivered by the Supplier are based on a formula, e.g. adhesives, paints, grouting compounds and similar, the Supplier is obliged to inform the Buyer in advance of changes in the formulas compared with the time of the purchase order or compared with the formula when the last delivery was made, in order to give the Buyer the opportunity to check the usability of the goods for its purposes and, in particular, the effects of the altered formulas on the goods which are further processed by the Buyer. This obligation to provide information before the performance of the delivery shall even exist if the Supplier does not regard the alteration of the formula as significant or if it does not consider an alteration to have any effect on the product properties.

10. REACH and RoHS conformity

The Supplier undertakes to comply with the obligations which affect it from the RoHS Directive 2011/65/EU and the REACH Regulation (EC) No. 1907/2006, or any regulations which supplement or replace these.

- 10.1 The Supplier shall inform the Buyer whether the products delivered by it contain substances that are subject to the RoHS Directive 2011/65/EU and the REACH Regulation (EC) No. 1907/2006, or any regulations which supplement or replace these, in order to make it possible for the Buyer to fulfil its

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obligations to provide information to its customers.

The obligation to provide information shall arise, in accordance with the current version of the Regulation, as soon as the threshold value of 0.1 % by weight has been exceeded for each product. In the event of an amendment of the Regulation, the current valid threshold values shall apply. If an obligation to provide information exists, the Supplier shall disclose the names of the substances and their typical concentrations in % by weight, related to the part product and the whole product, unsolicited.

- 10.1.1 **Authorisation (Annex XIV):** As soon as substances have been included in Annex XIV, the Supplier shall immediately confirm that an authorisation for the substances in the contractual product is being sought, or an authorisation is present and provides information concerning what uses are to be covered in the application for an authorisation or are covered by the authorisation. If the Supplier is not seeking an authorisation, it shall also communicate this immediately.
- 10.1.2 **Restriction (Annex XVII):** The substance restrictions are observed. If new restrictions are adopted, the Supplier shall provide information about the substances which are contained in the contractual products and thus limit or can limit their marketability.
- 10.1.3 **Registration status (Articles 5 and 7) and CLP (Article 40):** In particular, the Supplier shall guarantee that the substances included in the contractual products delivered by it are or have been pre-registered or registered after the expiry of the transitional period; it shall present the necessary evidence of this unsolicited. We also require a confirmation that the necessary registration in the classification and labelling inventory for the substances has already take place in accordance with Article 40 or the CLP Regulation.
- 10.2 **RoHS Directive 2011/65/EU:** The RoHS Directive serves to restrict the use of certain hazardous substances in electrical and electronic equipment. With the publication of RoHS II Directive 2011/65/EU (successor Directive for RoHS 2002/95/EG), the regulations regarding substance restrictions became more comprehensive; the actual threshold values remain unchanged. However, the obligations were tightened for all trading partners for the marketing and use of products that are free from hazardous substances. The RoHS conformity of the products is now confirmed by the CE label. Legally compliant technical documentation forms the basis for this. The supplier warrants that it shall ensure the adherence to the regulations.
- 10.2.1 The Supplier warrants that, taking the applicable threshold values into consideration, the products delivered to Irlbacher Blickpunkt Glas GmbH are RoHS-compliant. The Supplier agrees to provide evidence, upon request, that confirms the RoHS conformity.
- 10.2.2 Insofar as chemical substances and substance classes which are limited in their use by the RoHS Directive are contained in the delivered products, the Supplier must communicate the names of the substances and their typical concentration in % by weight, related to the part product and the whole product.

11. Final provisions

- 11.1 Oral subsidiary agreements have not been made. Amendments of and additions to the contract must be in writing.

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- 11.2 The law of the Federal Republic of German shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 11.3 If one or more of the provisions of the present contract is invalid, impracticable or incomplete, the validity of the remaining provisions shall remain unaffected. If loopholes arise as a consequence which are not based on an infringement of the law on general terms and conditions, the parties undertake to agree upon a provision that comes as close as possible to the economic objective which was originally pursued.
- 11.4 If the Seller is a merchant, our place of business shall be the place of jurisdiction; we shall, however, also be entitled to bring an action against the Seller at its own place of jurisdiction. Unless otherwise specified in the purchase order, our place of business shall be the place of performance.

As at: 04.10.2016